

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
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HOLIDAY PROVISION

FOR

FIRE SAFETY AND MISCELLANEOUS SEALING

ASBESTOS WORKER

FIRE SAFETY TECHNICIAN – CLASS I (0-2000 HOURS)

FIRE SAFETY TECHNICIAN – CLASS II (2000-4000 HOURS)

FIRE SAFETY TECHNICIAN – CLASS III (4000-6000 HOURS)

FIRE SAFETY TECHNICIAN – CLASS IV (6000 OR MORE HOURS)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE, RIVERSIDE,
SAN BERNARDINO, SAN DIEGO, SAN LUIS OBISPO, SANTA BARBARA,
AND VENTURA COUNTIES

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204-X-18 # 4618₁

#110-22500
D.B. ✓
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SEPTEMBER 2000 -JUNE 30, 2003

AGREEMENT

**For the Fire Safety and Miscellaneous Sealing
of Pipe Sleeves and Penetrations for Southern California,
between Asbestos Workers Local 5, U.A. District Council #16,
and Industry Contractors.**

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Department of Industrial Relations

OCT 19 2000

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Chief's Office

Layoffs or discharge shall be at the discretion of the Employer provided the Union balance is maintained as in the foregoing paragraphs except that where one or more Fire Safety Workers are employed at least one shall be a Journeyman Fire Safety Worker.

Fire Safety Workers when hired, shall be issued a work order by the Business Manager of the Union, setting forth starting day, date, time and class. Any Fire Safety Worker hired shall receive at least four- (4) hours wage.

SECTION VI WORK RULES - OVERTIME - HOLIDAYS

Regular work hours shall be eight (8) consecutive hours, between 6a.m. and 5 p.m. exclusive of thirty minutes lunchtime, after four-(4) hours work. The Contractor has the option to use the four-(4) ten-hour day schedule. When so elected by the Employer, shift work may be worked on a basis of five-(5) consecutive days duration. The Employer shall pay Fire Safety Technicians an additional 5% shift differential for all shift work.

Regular workdays shall be Monday through Friday exclusive of holidays. A regular workweek shall be forty (40) hours worked on five (5) regular workdays.

All work performed at time other than regular hours and days shall be reimbursed at one and one half time the regular wage rate; all time worked after twelve hours of work, all time worked on Sundays and Holidays shall be reimbursed at two times the regular wage rate.

All Fire Safety Workers shall be paid "Travel Pay and Subsistence" as per Article IX of the Local No. 5 International Association of Heat and Frost Insulators and Asbestos Workers "BASIC AGREEMENT."

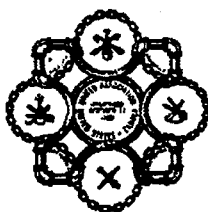
A Fire Safety Worker that has under his/her supervision, five or more Employees, shall be designated a Fire Safety Foreman and shall be compensated as such.
A Fire Safety Worker Foreman shall be compensated at a minimum of Journeyman taxable wages plus 15%. ("Taxable Wages" shall be base wage plus Vacation & Holiday pay.)

204-X-6

1998-2003
Master Agreement

for the
PLUMBING AND PIPING INDUSTRY OF SOUTHERN CALIFORNIA
between
**CALIFORNIA PLUMBING AND
MECHANICAL CONTRACTORS ASSOCIATION**
and
**SOUTHERN CALIFORNIA PIPE TRADES
DISTRICT COUNCIL NO. 16
OF THE UNITED ASSOCIATION**

Effective July 1, 1998



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Director of Statistics & Research
Union's Office

tractor excluding the final termination of the shift, and all three (3) shifts have worked the same number of hours that week, and then the shifts are reestablished and the same individuals go back on the same shift (providing they are available), then there will be no penalty or no overtime payable. If one (1) or two(2) shifts are temporarily shut down or interrupted for a period of one (1) work week, and all three shifts have not worked the same number of hours that week, then those who are not permitted to work must be paid four (4) hours' straight time pay but it shall not be necessary to go through another five (5)-day shift establishment period.

16.8 On temporary heat on new construction projects, employees covered under the terms of this Agreement shall operate all steam boilers and all steam systems operating at or under fifteen (15) pounds pressure, all hot water heating boilers and hot water heating systems, all gas or oil-fired unit heaters and all refrigeration and air conditioning equipment when the aforementioned units and systems are operated prior to the acceptance of the units or systems by the owner or his agent. Such work shall be performed at the regular hourly wage on all shifts with time and one-half the regular hourly wage rate being paid for all work performed in excess of regular work week.

16.9 Emergency-Lunch Period. Men who are required in an emergency to work through their lunch period, or from 12:00 noon to 1:00 P.M., shall take their period at 11:30 A.M. or 1:00 P.M., and such emergency work shall be done at the straight time rate.

16.10 Overtime. There shall be no alteration, remodeling or new work performed on overtime, without the Contractor or Journeyman in charge first obtaining permission from the Local Union Business Manager or his designee having jurisdiction over said job. This does not apply to service or repair work. Overtime work shall be rotated equally among all employees covered by this Agreement on any given job or in any shop. The Contractor shall have the right to appeal such decision to the Joint Arbitration Board, whose decision shall be final and binding.

16.11 Holidays. The following days are recognized as holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day excluding work performed under Section 24 and Christmas Day, and if Christmas and/or New Years' falls on Saturday, Friday shall also be considered a legal holiday. If any of the above holidays should fall on Sunday, the Monday following shall be con-

sidered a legal holiday. No work shall be required on Labor Day except in cases of extreme emergency when life or property is in imminent danger.

16.12 Supervision Clause. Supervision shall be selected solely by the Employers and they shall act as agents of the Employers and shall not apply or attempt to apply Union regulations, rules, By-laws or provisions of the Union constitution. They shall comply with all provisions of the Labor Agreement. The Unions will not take any disciplinary action against any Foreman, General Foreman, for any action they may take in the proper performance of their duties for the Contractors.

16.13 Foremen. When three (3) or more Journeymen are fabricating or installing work, there shall be a Foreman selected by the Contractor who shall be a member in good standing of a Local Union affiliated with District Council No. 16, who shall receive not less than fifteen percent (15%) per hour above the Journeyman wage rates, and shall handle only one (1) project.

16.14 A Foreman or a General Foreman may supervise different crews including crews performing any of the work covered by this Agreement.

16.15 General Foremen. When two (2) or more Foremen are employed on a job, one shall be designated General Foreman. Any person who supervises two (2) or more projects at separate geographical locations shall be designated a General Foreman. A General Foreman shall receive not less than twenty-five percent (25%) per hour above the Journeyman rate. Foremen and/or General Foremen may work with the tools.

16.16 Show-up Time. Any Workman, after being hired and reporting for work at the regular starting time and for whom no work is provided, shall receive pay for two (2) hours at the prevailing rate of wages, unless he has been notified by the Contractor before leaving his home not to report; and any workman who reports to work, and for whom work is provided, shall receive not less than four (4) hours' pay, and if more than four (4) hours are worked in any one (1) day, shall receive not less than a full day's pay. However, the exception shall be when strike or weather conditions make it impossible to put such an employee to work, where stoppage of work is occasioned thereby, or when a workman leaves his work of his own accord. An employee reporting to work at the regular starting time at a shop or job, and for whom no work is available, due to weather conditions, will receive no pay for reporting time unless requested by the Employer to report.

16.17 Pay Provisions. Pay day shall be

the last regular scheduled work day of the week, with not more than three (3) days being withheld. However, if the Contractor does a computerized payroll and issues checks by certified deposit, the time may be extended to five (5) days upon approval of the Unions involved. If the Contractor uses a computerized payroll, he must program the computer to meet the requirements for payroll checks in Paragraph 16.18. The Contractor must also include all data required on Trust Fund reports as determined by the Joint Board of Trustees, including pay rate, straight time hours and overtime hours, among other requirements. Workmen are to be paid at least one (1) hour before the end of the regular shift whether working in a shop, Contractors' yard, or in the field. When men are laid off or discharged, they must be paid wages due them immediately at the time of layoff or discharge, and shall remain on the payroll until paid in full. If a regular pay day falls on a holiday, the day before the holiday shall be designated as pay day.

16.18 Payroll Checks. Payroll checks must bear the authorized signature of, and be drawn from the account of, the Contractor to whom men are dispatched. The employee shall receive a check stub from each check showing the Contractor's name and address, Trust Fund code number, pay period covered, regular and overtime hours worked, vacation and holiday contributions, and all other deductions required by law. If a Contractor issues a check with insufficient funds in the bank for payment, he shall be required to issue only certified checks for the duration of the job or for ninety (90) days, whichever is longer, and shall reimburse the employee immediately by certified check for the NSF check issued and for bank charges assessed for each check, subject to Subcommittee decision as provided in Paragraph 22.9. The Subcommittee shall have authority to assess one (1) day's wages where there is no satisfactory excuse.

16.19 Safety Protection and Compensation. Employees required to work in an area where they are exposed to acids and caustics, or other hazardous conditions, shall be provided adequate protection by the Contractor, acceptable to the California State Accident Commission, and the provisions of Cal-OSHA.

16.20 Job Injuries. Any employee injured on the job or shop to the extent of requiring a doctor's care and which injury prevents him from working, shall be paid a full day's wages and subsistence if applicable for the date of injury.

16.21 Tools. The employee shall pro-